

**PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK**

In consideration of the services of Out on a Limb Tree Climbing, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Activity Provider"), I hereby agree to release, indemnify, and discharge Activity Provider, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- 1. I acknowledge that entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, but not limited to: 1)Abrasion from or entanglement with ropes, equipment; 2) Risks due to the presence, actions or accidents of other participants; 3)Risks relating to physical strength, coordination, ability to follow or give direction while climbing; 4) Misuse or failure of equipment; 5)Injury or disease caused by interactions with the tree, other plants, debris, equipment or animals and past animal presence such as scat or remains; 6)Structural failure of the tree at a branch, limb, trunk or roots; or failure at the soil/root interface.

Furthermore, Activity Provider employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

- 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Activity Provider from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Activity Provider's equipment or facilities, including any such claims which allege negligent acts or omissions.
- 4. Should Activity Provider or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- 6. In the event that I file a lawsuit against Activity Provider, I agree to do so solely in the state of California, and I further agree that the substantive law of California shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.
- 7. I give permission to the Activity Provider to use, for promotional purposes, any photos in which I appear, taken during a program, or quotes related to Activity experiences.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Activity Provider on the basis of any claim from which I have released Activity Provider herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Date: \_\_\_\_\_  
Email: \_\_\_\_\_ (Optional - be notified of upcoming climbs!)

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION  
(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by Activity Provider to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Activity Provider from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_